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SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Separation Agreement") is made by and between Stanley Dobbins, on behalf of himself, his heirs, executors, administrators, personal representatives, beneficiaries, employees, agents, successors, and assigns ("Dobbins"), and the Board of Aldermen of the City of Branson, Missouri, through the Mayor as its authorized representative, on behalf of itself, its officers, and members, and on behalf of the City of Branson, Missouri, its public officials, employees, agents, residents, successors, and assigns ("the City"):

WHEREAS, Dobbins has most recently been employed by the City as the City's Administrator; and

WHEREAS, it is the mutual desire of Dobbins and the City to now end Dobbins' employment with the City on the terms outlined in this Separation Agreement, which Dobbins and the City each consider reasonable;

NOW, THEREFORE, Dobbins and the City further agree as follows:

SEPARATION TERMS AND BENEFITS:

1. Dobbins hereby retires from any further employment with the City, and the City hereby accepts Dobbins' retirement from any further employment with the City, effective at midnight on Saturday, April 30, 2022 ("Retirement").

2. In consideration for the terms and conditions of this Separation Agreement, the City agrees to:

a. Continue Dobbins on paid administrative leave to midnight on Saturday, April 30, 2022;

b. Pursuant to Exhibit A (at page 2) (Accruals Balances Payable Upon Termination) of Dobbins' Employment Agreement with the City dated October 26, 2017 ("Employment Agreement"), as amended by a First Addendum to City Administrator Employment Agreement between Dobbins and the City on October 23, 2018 ("First Addendum") and thereafter otherwise, and consistent with the payments of "other employment benefits" provisions in Paragraph 3 (Compensation) of Dobbins' Employment Agreement (at page 3), pay to Dobbins 100% of the value of Vacation Time accrued by Dobbins as of April 30, 2022, and 50% of the value of Sick Leave accrued by Dobbins as of April 30, 2022.

c. In lieu of the notice and/or amounts that would have otherwise been due to Dobbins pursuant to Paragraph 8 (Termination) of Dobbins' Employment Agreement (at pages 4-6), pay to Dobbins the gross amount of One Hundred Forty-Nine Thousand Seven Hundred Seventy-Seven and 77/100 Dollars (\$149,777.77), in nine (9) equal monthly gross payment amounts of \$16,641.974, constituting nine (9) months of severance pay, less all applicable payroll deductions (if required) or reported by the City as 1099 income to Dobbins (if payroll deductions are not required), which Dobbins and the City agree, for purposes of this Separation Agreement, constitutes an agreed

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further amount equal to any and all compensation that would otherwise be due or arguably due to Dobbins as a consequence of Dobbins' past employment with the City, and Dobbins' separation from employment with the City by way of the Retirement and other agreed terms and conditions of this Separation Agreement, said resulting payments to be mailed to Dobbins (by Certified Mail, Return Receipt Requested) to his current mailing address of 130 Roark Hills Drive, Branson, Missouri 65616, *starting on the later of either the first regular payroll date for the City occurring after May 1, 2022, or occurring after eight (8) calendar days after Dobbins' execution of this Separation Agreement, thereby allowing Dobbins a full period of seven (7) calendar days to revoke Dobbins' original signature of this Separation Agreement, as required by the Older Workers Benefit Protection Act ("OWBPA") (see Paragraph 3, below);*

- d. To continue Dobbins' group health insurance in place under the same terms and conditions as currently established for Dobbins through April 30, 2022, and to thereafter comply with all legally required group health insurance continuation procedures applicable to Dobbins and any eligible dependents, pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended, and, if Dobbins selects such COBRA continuation coverage under the City's group health insurance program, to reimburse Dobbins for such COBRA continuation coverage costs occurring during the period starting on May 1, 2022, and continuing up to and through April 30, 2023. However, in the event Dobbins ceases to be eligible for COBRA continuation coverage during that extended period, or if Dobbins becomes eligible to receive health insurance coverage from another employer or other source during that extended period, Dobbins shall immediately so notify the City's Human Resources Department by e-mail or other written communication, and the City's obligation to continue making further reimbursement payments under this Paragraph shall cease. Dobbins also understands that at the conclusion of the possible extended COBRA reimbursement period under this Paragraph on April 30, 2023, Dobbins will thereafter be responsible for paying 100% of any monthly COBRA premiums if Dobbins is still able and wishes to continue health insurance coverage pursuant to COBRA through the City; and
- e. Not to file a Protest in response to any Claim for unemployment compensation benefits filed by Dobbins on or after January 31, 2023 (*i.e.*, the end of the additional nine (9) months severance pay period), Dobbins and the City agreeing, for purposes of this Separation Agreement, that, notwithstanding the designation of Dobbins' separation from further employment with the City as a "Retirement" under Paragraph 1 of this Separation Agreement, the circumstances surrounding Dobbins' separation from further employment with the City would, under Missouri's Unemployment Compensation Law, be found to be a "discharge" or "constructive discharge" of Dobbins by the City which was not for "misconduct" under said Unemployment Compensation Law.

Except as just stated, Dobbins and the City agree that all other benefits of any kind provided to Dobbins by the City shall completely cease at and after midnight on April 30, 2022; except, if reimbursement of outstanding medical expenses are due to Dobbins under the City's Aflac Flexible Spending Account plan, Dobbins will be reimbursed according to the applicable provisions of that plan.

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Dobbins acknowledges and agrees that the above-referenced payments made and/or actions taken by the City pursuant to this Separation Agreement shall be, and are hereby confirmed by Dobbins as being accepted by Dobbins in full payments of any and all salary, wages, interest, incentive payments, bonuses, fringe benefits, damages, and/or any other payments of any kind actually due, arguably due, or claimed to be due to Dobbins from the City as a consequence of Dobbins' past employment with the City, and Dobbins' separation from employment with the City by way of the Retirement and the other terms and conditions of this Separation Agreement, including, but not limited to, any and all damages, real or imagined, known or unknown, claimed or unclaimed, which Dobbins has, or could have asserted against the City for any reason, including for Dobbins' separation from employment with the City covered by this Separation Agreement, or for breach of his Employment Agreement, or for any other act occurring prior to the operative effective date and time of this Separation Agreement. In that regard, Dobbins agrees to never, after the operative effective date and time of this Separation Agreement, institute any grievance, suit, charge, complaint, claim, or any other type of cause of action, whether at law, in equity, or otherwise, before any court of law, governmental agency, or other tribunal, public or private, against the City for any kind of relief, or to in any way voluntarily aid or cooperate (without being compelled to do so by valid legal process) with others in the institution or prosecution of any grievance, suit, charge, complaint, claim, or other type of cause of action against the City for any kind of relief, whether encompassed within the scope of the above-referenced potential claims, *etc.*, or with respect to any other personal incident or matter occurring prior to the operative effective date and time of this Separation Agreement.

RELEASE FROM ALL LIABILITY:

3. In consideration for the terms and conditions of this Separation Agreement, Dobbins, by signing this Separation Agreement, releases the City, and the City, by signing this Separation Agreement, releases Dobbins, from any and all claims, charges, demands, causes of action, or liability (including those for attorney fees, negotiation and/or litigation costs, and/or other related expenses), real or imagined, known or unknown, asserted or unasserted, as a consequence of Dobbins' past employment with the City, and Dobbins' separation from employment with the City by way of the Retirement and the other terms and conditions of this Separation Agreement, including, but not limited to, any and all claims which were or could have been asserted against the City by Dobbins, or against Dobbins by the City, for any reason, as a consequence of Dobbins' past employment with the City, and Dobbins' separation from employment with the City by way of the Retirement and the other terms and conditions of this Separation Agreement, or any common law cause of action for personal injuries or damages, either physical or non-physical in character, or any potential claims of age, sex, or other forms of discrimination under Title VII of the Civil Rights Act of 1964 ("Title VII"), the Age Discrimination in Employment Act of 1967 ("ADEA"), the Civil Rights Act of 1991 ("1991 CRA"), the Americans With Disabilities Act ("ADA"), the ADA Amendments Act of 2008 ("ADAAA"), the Missouri Human Rights Act ("MoHRA"), or any other discrimination statute or ordinance (federal, state, or local), or alleged claims under the Family and Medical Leave Act ("FMLA"), or alleged claims under the Fair Labor Standards Act ("FLSA"), the Equal Pay Act ("EPA"), or any other wage-hour statute or ordinance (federal, state, or local), or for alleged "breach of contract" or "wrongful" discharge under any theory of recovery, or any other cause of action of any nature or kind, up to the operative effective date and time of this Separation Agreement.

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GENERAL PROVISIONS:

4. In further consideration for the terms and conditions of this Separation Agreement, the City also agrees, upon inquiry directed to either the then Mayor or then City Administrator (but only if specifically authorized by Dobbins, in writing), to provide prospective employers of Dobbins, by letter printed on City stationery, only the information outlined in Appendix A attached hereto.
5. In further consideration for the terms and conditions of this Separation Agreement, Dobbins also agrees:
 - a. Consistent with Paragraph 10 (Sundry Items), Paragraphs 10.a. (Vehicle) and 10.b. (Cellular Telephone), and the Employment Agreement otherwise, to, on or before April 30, 2022, turn in to the City or otherwise delete and no longer keep all City property in his possession, or under his control, or to which he still has access, whether in the form of the actual item, or in electronic, paper, or other form;
 - b. He will cooperate with the City during the nine (9) month severance pay period to assist the City, and otherwise answer any questions involving City Administrator matters that were being addressed or handled by him or otherwise in process and pending as of April 30, 2022;
 - c. He will not apply or otherwise seek further employment or reemployment in any capacity with the City after signing this Separation Agreement (it being understood that this limitation will not prevent the City from thereafter contacting Dobbins concerning same, or with questions regarding anything beyond what is covered by Paragraph 5.b. above and that occurred during Dobbins' employment with the City, which Dobbins agrees to cooperate and provide);
 - d. Upon inquiry as to the reason why Dobbins separated from employment with the City, Dobbins will reply only that Dobbins' Retirement resulted so he could pursue other professional and personal interests; and
 - e. He will not request from the City, at any time in the future, a "Service Letter" under applicable Missouri law (Section 290.140, R.S.Mo.).
6. The City and Dobbins further agree and acknowledge that *neither the making of the various offers leading to this Separation Agreement, nor the exchange of the considerations referenced herein, constitute an admission on the part of the City or Dobbins of any improper or unlawful conduct on their parts, and shall not be interpreted by any individual, agency, or other entity, as an admission on the part of the City or Dobbins to any improper or unlawful conduct.*
7. This Separation Agreement supersedes any and all prior Employment Agreements and understandings between Dobbins and the City, and is intended by the parties to be the complete and exclusive statement of the terms of separation between the parties. In that regard, Dobbins acknowledges that there are no other agreements, oral or written, between Dobbins and any other member of the Board of Alderman, or other individual representing the City, concerning any of the subjects covered by this Separation Agreement. No other promises, or future modifications of this Separation Agreement shall be valid or binding between the City and Dobbins, unless set forth in writing, and jointly signed by Dobbins and the authorized representative(s) of the City.

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8. Dobbins acknowledges and warrants that this Separation Agreement is executed by Dobbins without reliance upon any other statements or representations made on behalf of the City, including any statements or representations made by any member of the Board of Aldermen, or any other individual representing the City, concerning the nature and extent of any claims Dobbins might otherwise have against the City, and which Dobbins is now waiving through the execution of this Separation Agreement.

9. Dobbins acknowledges and warrants that Dobbins is legally competent to execute this Separation Agreement, and individually accepts full responsibility therefor. Dobbins also acknowledges Dobbins has been advised by the City, by this writing, and in compliance with the OWBPA, ***TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS SEPARATION AGREEMENT.***

10. This Separation Agreement shall be governed, interpreted, and enforced under the laws of the State of Missouri. Furthermore, Dobbins and the City hereby agree that the Circuit Court of the Forty-Sixth Judicial Circuit in Taney County, Missouri, shall be the place of venue for the litigation of any disputes between the parties relative to this Separation Agreement, and/or any other future claims Dobbins or the City may have against one another regarding Dobbins' employment with the City, or Dobbins' separation from employment under this Separation Agreement, whether said disputes and claims sound in contract, tort, or other area of law. The City and Dobbins also hereby waive all right to a trial by jury of any such claims, actions, proceedings or counter-claims initiated by either party against the other regarding any matters arising out of, or in any way connected with this Agreement.

11. Dobbins acknowledges that he has read, in its entirety, each and every provision on each and every page of this Separation Agreement, and thereafter freely and voluntarily entered into this Separation Agreement by placing Dobbins' signature below, dating that signature, ***and by further placing Dobbins' initials in the lower right corner of each and every page of this Separation Agreement.***

Since this Separation Agreement calls for the waiver of certain ADEA rights Dobbins might have, the City agrees to give Dobbins: (1) up to twenty-two (22) calendar days after the date of Dobbins' receipt of this Separation Agreement on Monday, April 25, 2022 (i.e., up to, and through, Tuesday, May 17, 2022) to consider this Separation Agreement, as required by the OWBPA; and (2) if initially signed by Dobbins as accepted, up to eight (8) calendar days after the date of Dobbins' execution of this Separation Agreement to revoke same, as also required by the OWBPA. Concerning the first twenty-two (22) calendar days to consider this Separation Agreement, if this Separation Agreement is not executed by Dobbins and returned to the City before 12:00:01 a.m. on Wednesday, May 18, 2022, this Separation Agreement shall be deemed null and void, and all proposals herein made on behalf of the City shall then, and thereafter be automatically withdrawn by the City in their entirety.

12. All provisions of this Separation Agreement have been entered into and agreed to by the City and Dobbins in good faith and sincerity as to their legality. If the contents of any paragraph, sub-paragraph, or other provision or sub-part of this Separation Agreement shall, at any time in the future, be declared illegal and/or unenforceable between the City and Dobbins by a final decree of a Court of competent jurisdiction, then said part declared illegal and/or unenforceable, and that part only, shall be deemed invalid and inoperative between the City and Dobbins, it being understood and agreed that said remaining parts shall remain in full force and effect between the City and Dobbins. Furthermore, in lieu of any such illegal and/or unenforceable provision, the reviewing Court or other

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agreed adjudicative body shall automatically modify and/or add, as part of this Separation Agreement, a provision as similar in terms to such illegal and/or unenforceable provision as possible, so as to then be legal, valid, and enforceable between the City and Dobbins, and accomplish the original intent of the parties in having the provision.

IN WITNESS WHEREOF, the City and Dobbins have caused this Separation Agreement to be executed, and thereby made immediately operative on the date, and at the time Dobbins' initials are added to each page of this Separation Agreement, and the last signature and date is added to this Separation Agreement, as set forth below:

DATED: April 26th, 2022

STANLEY DOBBINS

By


Stanley Dobbins

DATED: April 25 2022

CITY OF BRANSON

By


Larry Milton
Mayor

DATED: April 25, 2022

By


Lisa Westfall,
City Clerk/Interim City Administrator



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APPENDIX A

Re: Stanley Dobbins

To Whom It May Concern:

A. Duration of Service --

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Beginning date of employment: July 16, 2012.

Ending date of employment: April 30, 2022.

B. Positions Held --

Throughout his employment with the City, Stan served first as Assistant Police Chief, was thereafter promoted to Police Chief on September 13, 2016, became Acting City Administrator on May 24, 2017, and was thereafter promoted to, and continued to hold the City Administrator position for the City through April 30, 2022.

C. Reason for Separation --

Stan retired from his City Administrator position with the City, effective April 30, 2022.

He left his City employment in good standing, and with the full appreciation of the Board of Aldermen, the Mayor, and other City officials for his extended years of professional and valuable service to the citizens of Branson.

Those of us remaining in City government wish Stan and his family nothing but the best in all of their future business and personal endeavors.

Sincerely,

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Mayor